

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 08-05

Introduced by Council President Boniface at the request of the County ExecutiveLegislative Session Day No. 08-02Date: January 15, 2008

A BILL approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland (the "County") to acquire development rights in up to 110 acres of agricultural land located at 2900 Houcks Mills Road, Monkton, Maryland 21111 from PHILLIP H. KLEIN AND BARBARA LYNN KLEIN, or any other owner thereof for a maximum purchase price of the lesser of \$1,112,166 or \$10,110.60 per acre or portion thereof but equal to the lesser of the maximum easement per acre value or the maximum development right value but not in excess of the maximum per acre cap as determined pursuant to Bill No. 07-05 passed by the County Council of Harford County, Maryland on April 10, 2007, approved by the County Executive of the County on April 11, 2007 and effective on June 10, 2007 (the "Agricultural Land Preservation Act"); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.

By the Council,

Introduced, read first time, ordered posted and public hearing scheduled

on: February 19, 2008

at: 7:00 p.m.

By Order: Barbara J. Connor, Council AdministratorPUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on February 19, 2008, and concluded on February 19, 2008.

Barbara J. Connor, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

determined pursuant to the Agricultural Land Preservation Act. The aggregate Purchase Price shall be set forth in an Agreement of Sale between the County and the Seller, and the deferred portion of the Purchase Price not paid at closing, shall be set forth in the Installment Purchase Agreement hereinabove described;

(b) The Installment Purchase Agreement shall be in substantially the form attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase Agreement is hereby approved as to form and content. The Installment Purchase Agreement shall be dated as of the date of its execution and delivery by the County and the Seller (the "Closing Date");

(c) A portion of the Purchase Price, in the amount determined as hereinafter provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be paid to the Seller in each year thereafter to and including a date not more than thirty (30) years after the Closing Date. The dates on which each such installment is payable shall be determined by the County Executive and the Treasurer and shall be inserted in the form of the Installment Purchase Agreement attached hereto as Exhibit C;

(d) Interest on the unpaid balance of the Purchase Price shall accrue from the Closing Date and shall be payable at least annually in each year, commencing on the first of such dates to follow the Closing Date and continuing to and including a date not more than thirty (30) years after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS maturing on the date next preceding the final maturity date in the Installment Purchase Agreement determined as of the business day preceding the Closing Date and rounded to the next highest 0.05% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months;

(e) The County's obligation to make payments of the Purchase Price under the Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of the County and is and shall be made upon its full faith and credit.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND,

That it is hereby found and determined that:

(a) The acquisition of the development rights in the Land as set forth in Section 1 of this Bill and in the form of the Installment Purchase Agreement attached hereto as Exhibit C is in the best interests of the County;

(b) The Installment Purchase Agreement is a contract providing for the payment of funds at a time beyond the fiscal year in which it is made and requires the payment of funds from appropriations of later fiscal years;

(c) Funds for the payment of the Purchase Price under the Installment Purchase Agreement are included in the Budget Ordinance, As Amended;

(d) The County shall acquire the development rights in the Land in perpetuity;

(e) The Purchase Price is within the legal limitation on the indebtedness of the County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

(f) The cost of acquiring the development rights in the Land is equal to the Purchase Price;

(g) The only practical way to acquire the development rights in the Land is by private negotiated agreement between the County and the Seller.

SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed by the County Executive of the County (the "County Executive") by his manual signature, and the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the

1 manual signature of the Director of Administration of the County (the "Director of
2 Administration"). In the event that any officer whose signature shall appear on the Installment
3 Purchase Agreement shall cease to be such officer before the delivery of the Installment Purchase
4 Agreement, such signature shall nevertheless be valid and sufficient for all purposes, the same as
5 if such officer had remained in office until delivery.

6 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
7 HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby
8 authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such
9 changes or modifications in the form of the Installment Purchase Agreement attached hereto as
10 Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose
11 of the transactions (including, but not limited to, determining the portion of the Purchase Price to
12 be paid in cash on the Closing Date and establishment of interest and principal payment dates in
13 each year that the Installment Purchase Agreement is outstanding) authorized by this Bill;
14 provided that such changes shall be within the scope of the transactions authorized by this Bill
15 and the execution of the Installment Purchase Agreement by the County Executive shall be
16 conclusive evidence of the approval by the County Executive of all changes or modifications in
17 the form of the Installment Purchase Agreement and shall thereupon become binding upon the
18 County in accordance with its terms, as authorized by Section 524 of the Charter and the
19 Authorizing Act (collectively, the "Enabling Legislation"), and as provided for in this Bill.

20 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
21 HARFORD COUNTY, MARYLAND, That the County Executive, the Director of
22 Administration, the Treasurer of the County and other officials of the County are hereby
23 authorized and empowered to do all such acts and things and to execute, acknowledge, seal and
24 deliver such documents (including a Tax Certificate and Compliance Agreement) and certificates
25 as the County Executive may determine to be necessary to carry out and comply with the

provisions of this Bill subject to the limitations set forth in the Enabling Legislation and any limitations set forth in this Bill.

SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Treasurer of the County is hereby designated and appointed as registrar and paying agent for the Installment Purchase Agreement (the "Registrar"). The Registrar shall maintain, or cause to be maintained, books of the County for the registration and transfer of ownership of the Installment Purchase Agreement. In addition, the County may, from time to time, designate and appoint the Department of the Treasury of the County, any officer or employee of the County or one or more banks, trust companies, corporations or other financial institutions to act as a substitute or alternate registrar or paying agent for the Installment Purchase Agreement, and any such substitute or alternate shall be deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution appointing such substitute or alternate. Any such appointment shall be made by the County Council by resolution and the exercise of such power of appointment, no matter how often, shall not be an exhaustion thereof.

SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That for the purpose of paying the installments of the Purchase Price when due and payable and the interest on the unpaid portion of the Purchase Price when due and payable, there is hereby levied, and there shall hereafter be levied in each fiscal year that any portion of the Purchase Price payable under the Installment Purchase Agreement remains outstanding, *ad valorem* taxes on real and tangible personal property and intangible property subject to taxation by the County, without limitation of rate or amount, and, in addition, upon such other intangible property as may be subject to taxation by the County within limitations prescribed by law, in an amount sufficient, together with the portion of the transfer tax imposed on transfers of real property in Harford County which is dedicated to agricultural

land preservation and other available funds, to pay any installment of the Purchase Price under the Installment Purchase Agreement maturing during the succeeding year and to pay the annual interest on the outstanding balance of the Purchase Price until all of the Purchase Price under the Installment Purchase Agreement and such interest have been paid in full; and the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged to the punctual payment of the Purchase Price under the Installment Purchase Agreement and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That this Bill shall take effect sixty (60) calendar days after it becomes law.

EFFECTIVE: April 21, 2008

The Council Administrator of the Council does hereby certify that fifteen (15) copies of this Bill are immediately available for distribution to the public and the press.

Barbara J. O'Connor
Council Administrator

HARFORD COUNTY BILL NO. 08-05

Brief Title Agricultural Preservation Klein

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

Barbara J. O'Connor
Council Administrator

Date February 19, 2008

ENROLLED

Billy Bonifant
Council President

Date February 19, 2008

BY THE COUNCIL

Read the third time.

Passed: LSD 08-05

Failed of Passage: _____

By Order

Barbara J. O'Connor
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 20th day of February, 2008 at 3:00 p.m.

Barbara J. O'Connor
Council Administrator

BY THE EXECUTIVE

David R. Craig
COUNTY EXECUTIVE

APPROVED: Date February 21, 2008

BY THE COUNCIL

This Bill No. 08-05 having been approved by the Executive and returned to the Council, becomes law on February 21, 2008.

EFFECTIVE DATE: April 21, 2008

Barbara J. O'Connor
Barbara J. O'Connor,
Council Administrator

BILL NO. 08-05



EXHIBIT A

Application

1
2
3

DAVID R. CRAIG
HARFORD COUNTY EXECUTIVE

LORRAINE COSTELLO
DIRECTOR OF ADMINISTRATION



C. PETE GUTWALD
DIRECTOR OF PLANNING & ZONING

HARFORD COUNTY GOVERNMENT

Department of Planning and Zoning

Phillip H. Klein
Barbara Lynn Klein
2900 Houcks Mill Road
Monkton Maryland 21111

FORM OF COMMITMENT LETTER

RE: Placement of a Harford County Land Preservation Easement on approximately 98 acres

Dear Mr. & Mrs. Klein:

We are pleased to extend an offer to purchase the development rights and place a County Land Preservation Easement on your property of approximately 98 acres, subject to verification before settlement by survey submitted to Harford County, located at 2900 Houcks Mill Rd, Monkton MD 21111. In accordance with your application, please check one of the following payment options, along with your cash at settlement request:

- ☐ 100% Cash at settlement
- ☒ 10 yr Installment Purchase Agreement (IPA) with \$ 75,000 at settlement.
- ☐ 20 yr Installment Purchase Agreement (IPA) with \$ _____ at settlement.
- ☐ 30 yr Installment Purchase Agreement (IPA) with \$ _____ at settlement.

This agreement is subject to the following terms and conditions:

1. **Purchase Price:** Harford County (County) offers to purchase the Development rights from the Seller for a purchase price of \$945,000.00 dollars for 7 development rights (legislated cap) or \$10,110.60 dollars per surveyed acre (Valuation Formula), whichever is less, pursuant to the enabling legislation or other exclusion acreage required by the County.
2. **Documentation:** All instruments and documents required shall be subject to approval as to form and substance by the County, the County's attorney and Miles & Stockbridge, Bond Counsel (Bond Counsel). Bond Counsel shall prepare all documents evidencing the Deed of Easement. In addition to those items specifically set forth in this letter, the Seller shall furnish to the County,

~ Preserving Harford's past; promoting Harford's future ~

MY DIRECT PHONE NUMBER IS

220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014 410.638.3000 • 410.879.2000 • TTY 410.638.3086 • www.harfordcountymd.gov
THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

prior to the Settlement Date, any other documents or materials as the County may require.

3. Conditions Precedent to Settlement:

(a) Not less than fourteen (14) days prior to the Settlement Date, the Seller shall furnish to the County, a Subordination Agreement in recordable form from each Mortgagee and other lien holder having a lien on all or any portion of the land which Subordination Agreement shall be satisfactory in all respects to the County subordinating such person's interest in the Land to the rights of the County under the Deed of Easement. The County will develop the Subordination Agreement(s) if needed and forward to mortgage holder(s).

(b) The Seller shall provide an updated survey of the Land to the County at the expense of the Seller within fourteen (14) days prior to the Settlement Date. The survey shall be certified to the Title Company and or the Seller, and County, and shall show dimensions and locations of all improvements, easements, rights-of-way, adjoining sites, absence of any encroachment and such other details as the County may require.

4. Title Insurance: The County shall receive within seven (7) days prior to the Settlement Date, a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price, insuring the ownership of the Development Rights by the County, subject only to those exceptions to title as are approved by the County and its Counsel, and with affirmative insurance on such matters as the County may require.

5. Expenses: The County shall pay all costs relating to the recording of the Deed of Easement, all title examinations charges, the premium for the title insurance policy, and fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel. The Seller shall pay the fees and expenses of its own counsel, accountants and the cost of a survey.

6. Termination by County: This commitment is being made in reliance upon information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage: The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel: It is a condition precedent to the settlement of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated on the Settlement Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includible in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purpose, which opinion may assume continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Installment Purchase Agreement and may be otherwise limited in accordance with its terms.
9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction: The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.
10. Assignment Prohibited: This commitment may not be assigned or in any way transferred by the Seller without prior written approval of the County.
11. Entire Agreement: No statements, agreements or representation, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to such purchase are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.
12. Settlement Date; Survival: This transaction may be closed sixty (60) business days after Council action; provided all conditions precedent to closing have been met. This transaction must be fully settled within one hundred and twenty (120) business days from Council action, time being of the essence, or legislation approval will expire, however, a sixty (60) day extension can be requested for hardship cases. The terms of this commitment shall supersede in full, any prior commitment issued by the County in connection with the transaction contemplated hereby; and this commitment shall not survive settlement.

We are pleased to make this offer to you. Please indicate your acceptance of this commitment by signing and returning to us the executed original of this letter.

BILL NO. 08-05

THE FOREGOING TERMS AND CONDITIONS ARE HEREBY AGREED
TO AND ACCEPTED THIS 21 day of December, 2007.

Witness: Colleen O. Case

SELLER:

Phillip H. Klein

Witness: Colleen O. Case

SELLER:

Barbara Lynn Klein

THIS FORM MUST BE DATED, SIGNED AND RETURNED ON
OR BEFORE December 21, 2007.



Klein Property

Easements
 Ag Districts
 Parks
 Vegetation
 Streams

1,000 500 0 1,000 Feet

Mar 2007

I. APPLICANT (i.e., the owner of the land). Indicate the portion owned by each owner.

A. Correct legal name: PHILLIP H. KLEIN, SR. (80%)

BARBARA LYNN KLEIN (formerly known as
Barbara Lynn Clayton) (20%)

B. Address (if mailing address is a post office box, please give a street address as well:

2900 HOUCKS MILL ROAD, MONKTON, MD 21111

C. Telephone No. 410-692-9375 Fax No. 410-557-0874

D. Social Security Number or Tax Identification Number for each owner.

PHILLIP H. KLEIN, SR.

BARBARA L. KLEIN

E. Type of legal entity:

☒ individual

☐ corporation incorporated in the State of _____

☐ general partnership created in the State of _____

☐ limited partnership created in the State of _____

☐ limited liability company created in the State of _____

F. Description of Applicant's business and percentage of income attributed to agricultural production:

APPLICANT IS A HOME BUILDER; ONLY A FRACTION OF ANNUAL INCOME
IS DERIVED FROM AGRICULTURAL PRODUCTION

G. Contact person at Applicant's organization:

1. Name: PHILLIP H. KLEIN, SR.

2. Title: OWNER

3. Telephone: 410-692-9375 or 41-557-0875 or 410-688-3246

H. Legal counsel representing Applicant in proposed transaction:

1. Name: ALBERT J.A. YOUNG
BROWN, BRWON & YOUNG, P.A.

2. Address: 200 S. MAIN STREET
BEL AIR, MD 21014

3. Telephone No. 410-838-5500 Fax No. 410-893-0402

I. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: HIGHLAND SURVEY ASSOCIATES

2. Address: 4501 FAWN GROVE ROAD
STREET, MD 21154

3. Telephone No. 410-836-1238 Fax No. 410-836-1278

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

DATE OF ACQUISITION:	12/8/92
RECORDING REFERENCE:	Liber No. 1907, folio 494
TAX MAP:	31
PARCEL NO.:	28
ACRES:	98.3
SALE OF LAND:	N/A
DEVELOPMENT RIGHTS:	9
FAMILY CONVEYANCES:	NONE
EST RESTRICTION:	NONE

APPLICANTS WILL TRANSFER ONE (1) DEVELOPMENT RIGHT FROM SUBJECT PROPERTY TO ANOTHER PROPERTY WITHIN ONE-HALF (1/2) MILE PRIOR TO SETTLEMENT.

- K. Mortgagees or Deeds of Trust or other encumbrances (including leases).
Lien holders will be required to subordinate their mortgage or deed of trust to the easement of the County.

- 1) SUSQUEHANNA BANK (1st mortgage)
2) MERCANTILE COUNTY BANK (IDOT) (2nd mortgage)

- L. Describe all uses currently made of the land and by whom:
Agricultural

CORN and SOYBEANS - LEASED BY EDWIN GRIMMEL

Non-Agricultural

PASTURE LAND, WOODLAND, and HEDGE ROWS

Q. Applicant's accountant.

Name: JOHN J. CVACH

Address: 811 RIXTHIE HIGHWAY, Suite 25

SEVERNA PARK, MD 21146
Telephone No.: 410-544-8400

R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan).

NONE

S. Farm land breakdown

Cropland acres 60

Pasture acres 9

Woodland acres 12

Homestead acres 3

Other 14

T. Innovative farming practices on farm and type and production.

NONE

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?

☐ Yes ☒ No

If yes, please explain: _____

2. Ever been involved in bankruptcy or insolvency proceedings?

☐ Yes ☒ No

If yes, please explain: _____

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes ☒ No

If yes, please explain: _____

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserves further explanation?

☐ Yes ☒ No

X. Please indicate whether you will take Installment Purchase option or lump sum payment.

DISCUSSING WITH ACCOUNTANT

II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.


Dated at BEL AIR, MD, on APRIL 30, 20 07
(City) (State)


PHILLIP H. KLEIN SR.


BARBARA LYNN KLEIN

results

Page 1 of 1

	Maryland Department of Assessments and Taxation HARFORD COUNTY Real Property Data Search (2007 v2.3)	Go Back View Map New Search
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Account Identifier: District - 04 Account Number - 057198

Owner Information

Owner Name:	KLEIN PHILLIP H SR CLAYTON BARBARA LYNN	Use:	AGRICULTURAL
Mailing Address:	2900 HOUCKS MILL RD MONKTON MD 21111-1808	Principal Residence:	NO
		Deed Reference:	1) / 1907/ 494 2)

Location & Structure Information

Premises Address	Legal Description
2900 HOUCKS MILL ROAD MONKTON 21111	98.3 AC 2900 HOUCKS MILL ROAD S W OF MADONNA

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
31	3C	28						1	Plat Ref:

Special Tax Areas

	Town
	Ad Valorem
	Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
2003	4,140 SF	98.30 AC	

Stories	Basement	Type	Exterior
2	YES	STANDARD UNIT	SIDING

Value Information

	Base Value	Value Phase-in Assessments			PREFERENTIAL LAND VALUE INCLUDED IN LAND VALUE
		As Of 01/01/2007	As Of 07/01/2007	As Of 07/01/2008	
Land	137,360	177,360			
Improvements:	306,820	486,050			
Total:	444,180	663,410	517,256	590,332	
Preferential Land:	27,360	27,360	27,360	27,360	

Transfer Information

Seller: ROJACK FARMS	Date: 01/14/1993	Price: \$500,000
Type: IMPROVED ARMS-LENGTH	Deed1: / 1907/ 494	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO **Special Tax Recapture:**

Exempt Class: AGRICULTURAL TRANSFER TAX

http://sdatcert3.resiusa.org/rp_rewrite/details.aspx?County=13&SearchType=ACCT&Dis... 12/05/2007

Andreas Title Co.
11833 Rustic Rd.
Riverton, Md. 21156

DEED - FEE SAMPLE - INDIVIDUAL GRANTOR - LONG FORM

This Deed, Making This 8th day of December

In the year one thousand nine hundred and ninety two

By and between

Rojack Farms, a Partnership, party

and

Phillip H. Klein, Sr. and Barbara Lynn Clayton, parties

of the first part, and

of the second part.

WITNESSETH, That in consideration of the sum of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars and other good and valuable consideration

the said party of the first part

do

grant and convey to the said parties of the second part as Tenants in Common, Phillip H. Klein, Sr. as to 80%, Barbara Lynn Clayton as to 20%, their heirs and or

personal representatives/successors and assigns, in fee simple, all

lot of ground situate in Harford County, Maryland.

and described as follows, that is to say:

See Legal Description Attached Hereto and Made a Part Hereof.

FOR TITLE SEE THE FOLLOWING:

- 1) Deed dated 2/26/70 by Robert E. Bonhage and Christine Marie Bonhage, his wife unto Rojack Farms, a Partnership recorded among the Land Records of Harford County in Liber 838 folio 378.
- 2) Deed dated 2/26/70 by J. Raman McIntosh and Elizabeth A. McIntosh, his wife unto Rojack Farms, a Partnership recorded among the Land Records of Harford County in Liber 838 folio 381.

SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD.

AGRICULTURAL TRANSFER TAX IN THE AMOUNT OF \$ 1,774.21 *of title of interest*

Received for transfer
State Department of Assessments & Taxation of Harford County

11/12/99 By *[Signature]* 1/5/99 Date

PROPERTY PRESENTLY NOT ON WATER & SEWER SYSTEM. PER *[Signature]*
DATE 11/13/99 HARFORD COUNTY WATER & SEWER ACCOUNTING

LIBER 907 FOLIO 494

HA CIRCUIT COURT (Land Records) (MSA CE 54-1794) CH 1907, p. 0464. Printed 12/01/2007. Online 06/22/2005.

Together with the buildings thereupon, and the rights, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have AND TO HOLD the said described lot of ground and premises to the said

parties of the second part as Tenants in Common, Phillip H. Klein, Sr., as to 50% and Barbara Lynn Clayton as to 20%, their heirs and or

personal representatives/successors and assigns, in fee simple.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further attestations of the same as may be requisite.

Witness this hand and seal of said grantor

Test:

Witnessed by: Robert H. Klein, General Partner
Robert H. Klein, General Partner

Arinda J. Leno

(SMALL)

STATE OF MARYLAND, Baltimore County, to wit:

I, HENRY CURRY, Notary Public for the State of Maryland, do hereby certify that on this 8th day of December, 1992

in the year one thousand nine hundred and Ninety Two before me,

the subscriber, a Notary Public of the State aforesaid, personally appeared

Robert H. Klein, General Partner of Rojack Farms

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be his act, and in my presence signed and sealed the same.

In Witness Whereof, I hereunto set my hand and official seal.

Arinda J. Leno

My Commission expires: 1-14-96



This is to certify that the within instrument has been prepared (i) by or under the supervision of the undersigned Maryland attorney, or (ii) by a party to this instrument.

Connie L. Strauss
Signature of attorney admitted to practice in Maryland if the instrument has been prepared by or under the supervision of such attorney, or signature of a party to the instrument (if such party has prepared the instrument)
Connie L. Strauss, a MD attorney

EX-907 FOLD 495

EXHIBIT A

File No. 8: 8908

Beginning for the first thereof at a hickory tree at the end of the second line of the land heretofore conveyed by Nicholas Hutchins to a certain James E. Beatty, and running thence and bounding on the remaining part of said Nicholas Hutchins land as follows: South 42-1/2 degrees west 22 perches to a water oak tree; thence south 77 degrees west 9-1/2 perches, thence south 74-1/2 degrees west 10-3/4 perches, thence south 81 degrees west 20-4/5 perches to the center of the public road leading from Hope's School House to Monasaker's Mill; thence with or near the center of said road, north 40-3/4 degrees west 9 perches, north 68 degrees west 8 perches, south 65 degrees west 12-2/5 perches, north 69-1/2 degrees west 26-3/5 perches to a point bearing south 28 degrees west 1/2 perches from a chestnut tree on the north side of said road, thence binding on Mrs. Elizabeth Nelson's land north 1/2 degrees east 23-4/5 perches to an oak tree; thence north 51 degrees west 16-3/4 perches to an old stump; thence north 51 degrees west 30 perches, thence north 12-3/4 degrees east 8-1/2 perches, north 4 degrees west 20 perches, north 24-1/2 degrees east 14 perches, north 1-1/2 degrees east 24-1/2 perches, thence bounding on vacant land south 82 degrees east 13-2/5 perches to an oak tree; thence bounding on Henry Hutchins land, south 81-3/4 degrees east 4 perches to an old stump thence north 39-1/2 degrees east 16 perches to a black oak tree, thence north 83 degrees east 24-2/5 perches to a hickory stump at the corner of Richard M. Howard's land, thence bounding thereon south 81 degrees east 4-1/5 perches to the end of the first line of tract called Margaret's Best Way, thence north 55 degrees east 10 perches to an old white oak tree, thence bounding on James E. Beatty's part aforesaid south 25-3/4 degrees east 67-4/5 perches to the beginning. Containing 89 acres and 13 sq. perches of land, more or less.

Beginning for the second thereof at a stake driven in the ground where formerly stood a white oak tree, a common corner of the land of J. Edward Beatty, the land of Robert E. Bonhage, and Alfred H. Bonhage and the herein described tract, said point being the end of the first line described in a Deed dated December 8, 1888 from Nicholas Hutchins and William Young, trustees, to J. Edward Beatty and recorded in Liber A.L.J. No. 62 folio 351 and running thence by the second line in said deed and bounding on the land of Robert and Alfred H. Bonhage, south 22 degrees 20 minutes east 1119 feet to a stake driven on an old hickory stump, thence by the third line and by part of the fourth line of said deed and bounding on the land of Nicholas Hope, the following courses: north 81 degrees 15 minutes east 180 feet to a gum tree, north 47 degrees 10 minutes east 43 feet, thence for lines of division from the remaining land of J. Edward Beatty the seven following courses, north 0 degrees 50

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BILL NO. 08-05

minutes west 300 feet to a white oak tree, north 2 degrees 50
minutes east 142 feet, north 14 degrees 15 minutes east 100
feet, north 16 degrees 30 minutes west 169 feet, north 7 degrees
west 158 feet, north 4 degrees 40 minutes east 89 feet, north 66
degrees west 421 feet to the beginning. Containing 9.6 acres.

EXH 907 FILED 503

HA CIRCUIT COURT (Land Records) [MSA CE 54-1794] CGH 1973 p. 0503. Printed 12/07/2007. Digitized 08/22/2005.

BILL NO. 08-05

SECURITY PROPERTY: 6019 CHURCH LANE, BALTIMORE COUNTY, MARYLAND

BEGINNING for the same at a point on the east side of Church Lane and in the first line of a parcel of land described in a deed from Mildred L. Lutz Read et al to Edith M. Reize dated December 4, 1975 and recorded among the Land Records of Baltimore County in Liber O.T.C. No. 5153, folio 484, said point being distant north 12 degrees 46 minutes 30 seconds west 300 feet measured along said first line from the beginning of said parcel of land and running thence with and binding on a part of said first line and binding on the east side of Church Lane, north 12 degrees 46 minutes 30 seconds west 336.13 feet to the beginning of a parcel of land which by a deed dated March 23, 1972 and recorded among the Land Records of Baltimore County in Liber O.T.C. No. 5157, folio 496 was conveyed by Edith M. Reize to Harry M. Martin and wife, thence crossing said Church Lane and binding reversely on the last line of said last mentioned parcel of land, south 63 degrees 34 minutes east 167.49 feet to a pipe heretofore set at the beginning of said last line and in the third line of the aforesaid parcel of land described in the deed from Read to Reize, thence running with and binding on a part of said third line, south 5 degrees 29 minutes 55 seconds west 176.84 feet to a pipe heretofore set in said third line and at the end of the second line of a parcel of land which by a deed dated July 5, 1972 and recorded among the Land Records of Baltimore County in Liber O.T.C. No. 5185, folio 12 was conveyed by Edith M. Reize to Stanley Russell Clayton and wife and thence binding reversely on said second line, north 77 degrees 20 minutes 03 seconds east 503.76 feet to the place of beginning.

Containing 2.255 Acres of Land, more or less; the improvements thereon being known as 6019 Church Lane.

SECURITY PROPERTY: 13107 BOTTOM ROAD, HYDES, MARYLAND

Beginning for the same at a point in the bed of the Bottom Road and in the first line of the firstly described parcel of land in a deed dated February 4, 1910, and recorded among the Land Records of Baltimore County in Liber M.P.C. No. 354, folio 283, was conveyed by Bridget C. Kearney to Henry Mast, Jr. and wife, said point being distant 300 feet measured reversely along said line from the end thereof and thence running from said point of beginning and binding in the bed of the Bottom Road and binding reversely on a part of said first line, as the courses are referred to the magnetic meridian of 1955, North 49 degrees 07 minutes East 150 feet and thence leaving said road and outline and running for a line of division South 40 degrees 53 minutes East 329.93 feet to an iron pipe set in the third line of the aforesaid parcel of land, thence binding reversely on a part of said third line South 47 degrees 02 minutes West 150.10 feet to an iron pipe and thence leaving said outline and running for a line of division North 40 degrees 53 minutes West 335.39 feet to the place of beginning. Containing 1.15 acres of land, more or less. The improvements thereon being known as 13107 Bottom Road.

LIB 1907 FOLIO 504

HA CIRCUIT COURT (Land Records) [MSA CE 64-4784] LBN 1907, p. 0504, Printed 12/02/2007, Online 06/22/2008.

Return to:
American Title, Inc.
PO Box 35
Reisterstown, MD 21136
88908

REC FE 40.00
STAMP 5.00
ESC IN 10.00
H&B CO. 55.00

8390640 0002 R01 113112

Purchase Money

(Space Above This Line For Recording Date)

01/14/93

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 8, 1992
The grantor is Phillip N. Klein, Jr. and Barbara Lynn Clayton

Reisterstown Federal Savings Bank
which is organized and existing under the laws of the United States of America, and whose address is
11817 Reisterstown Road, Reisterstown, Maryland 21136

Four Hundred Seventy Five Thousand and 00/100 Dollars (U.S. \$ 475,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 1998. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all arrears, extensions and modifications of the Note; (b) the payment of all other debts, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in

Harford County, Maryland:

See Legal Description Attached Hereto and Made a Part Hereof.

which has the address of 2900-2902 Housack Hill Road
[Street]
Maryland 21111 [Zip Code] ("Property Address")

Monkton [City]

MARYLAND - Single Family - Fannie Mae/Freddie Mac STANDARD INSTRUMENT
Form 1007 (9/90)

Form 1011 1006 (page 1 of 4 pages)
One Loan Document Form, Inc. 30
PO Box 600 / 800-555-0000 / 214-534-3000 / 1133

LIBR 907 FUND 496

TOGETHER WITH all the improvements now or hereafter erected on the property, and all contents, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT embodies uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the Property as a lien on the Property; (b) yearly household payments or ground rent on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These funds are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., "RESPA," unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually auditing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual statement of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 11, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to this Security Instrument, and household payments or ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien; or (c) agrees from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the evidence exists to make an insured or acme a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Performance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) in co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the sums secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property. Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest to Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums (plus to the expiration of this period, Lender may invoke any remedies provided by this Security Instrument without further notice or demand on Borrower).

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of: (a) 3 days (or such other period as

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applicable law may specify for reimbursement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which they would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reimbursement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer mentioned in a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower knows, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Acceleration; Remedies.** Borrower and Lender further covenant and agree as follows:

(a) **Acceleration.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, in-

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EXHIBIT B

Records of The Harford County Agricultural Advisory
Board evaluating and ranking applications pursuant
to the County's easement priority ranking system.

Harford County Government
Agricultural Preservation Farm Ranking 2007

	Name	Address	Farm Type	Acres	DR	FC	Score
1	Milton and Raymond Martin	4504 Rocks Road Street, MD 21154	Beef/Grain/Dairy	177	14	4	242.34
2	Estate of Carolyn Jacobs	4725 Rocks Road Street, MD 21154	Grain	69	6	0	233.99
3	Sam Foard, Jr.	425 Fawn Grove Road Street, MD 21154	Grain	93	7	0	222.64
4	Laura Taylor	4633 Graceton Road Street, MD 21154	Grain	103	10	0	221.37
5	Brian Adelhardt	4435 Prospect Road Whiteford, MD 21160	Christmas Trees	86	7	0	220.07
6	Edward Harkins	2622 Ady Road Forest Hill, MD 21050	Grain	81	7	0	216.5
7	Burman Family	Heaps/Taylor Roads Whiteford, MD 21160	Grain	63	1	9	215.66
8	Debbie Bowers	900 La Grange Road Street, MD 21154	Hay/Forestry	94	7	9	212.04
9	Dottie Enfield Macy	1039 Heaps Road Street, MD 21154	Beef/Hay	73	1	4	211.37
10	Andrew Lohr	3212 Snake Lane Churchville, MD 21028	Orchard	91	8	5	210.9
11	Enfield Family LLC	634 Wheeler School Rd Whiteford, MD 21160	Beef/Grain	87	8	0	207.39
12	Samuel & Anne Mace	Route 1 Darlington, MD 21034	Grain/Forestry	39	3	0	205.61
13	Robert & Joyce Edie	5510 Norrisville Road White Hall, MD 21161	Grain	61	5	0	204.11
14	Phillip & Barbara Klein	2900 Houcks Mill Road Monkton, MD 21111	Equine/Grain	98	7	0	203.38
15	Helen Whiteford	4630 Graceton Road Street, MD 21154	Grain	48	4	0	201.17
16	Charles & Grace Glock	314 Reckord Road Fallston, MD 21047	Grain	118	9	0	199.46
17	James Shackelford	1535 Jarrettsville Road Jarrettsville, MD 21084	Beef/Hay/Grain	127	11	1	196.28
18	Robert Martin	4535 Graceton Road Street, MD 21154	Hay	59	4	0	195.15
19	Marlene Ball	3324 Level Road Churchville, MD 21028	Grain	65	1	0	194.7
20	Harry Comer	1559 Arena Road Darlington, MD 21034	Beef/Hay	65	6	0	192.13

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	Name	Address	Farm Type	Acres	DR	FC	Score
21	Gary Hanlin	3669 Burkins Road Street, MD 21154	Equine	36	2	0	189.74
22	Kenneth Travers	3153 Aldino Road Churchville, MD 21028	Hay	64	5	0	186.48
23	Edwin Remsburg	2507 Pleasantville Road Fallston, MD 21047	Sheep	20	1	0	186.46

EXHIBIT C

Form of Installment Purchase Agreement

INSTALLMENT PURCHASE AGREEMENT
(No. 2008-)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the ____ day of _____, 2008 between PHILLIP H. KLEIN AND BARBARA LYNN KLEIN (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

RECITALS

A. Pursuant to and in accordance with Bill No. 07-05 now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns 110 acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means _____, _____, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated _____, _____, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

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"Interest Payment Date" means _____ in each year commencing _____, 2008.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Purchase Price" means _____ Dollars _____ (\$_____),
the purchase price to be paid by the County to the Registered Owner in accordance with this
Agreement.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"State" means the State of Maryland.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$_____ (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

ARTICLE III

PAYMENT OF PURCHASE PRICE

SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of _____ Dollars (\$_____) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on _____ and on the same day of each year thereafter to and including _____ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on _____ and annually thereafter in each year to and including _____ at the rate of _____ % per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all

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1 transactions contemplated hereby. By proper action, the County has duly authorized the
2 execution and delivery of this Agreement.

3
4 (c) This Agreement has been duly and properly authorized, executed, sealed
5 and delivered by the County, constitutes the valid and legally binding obligation of the County,
6 and is enforceable against the County in accordance with its terms.

7
8 (d) There are no proceedings pending or, to the knowledge of the County,
9 threatened before any court or administrative agency which may affect the authority of the
10 County to enter into this Agreement.

11
12 SECTION 4.2. Representations and Warranties of the Original Seller. The original
13 Seller makes the following representations and warranties with respect to herself, but not with
14 respect to any transferee Seller:

15
16 (a) The Seller has full power and authority to execute and deliver this
17 Agreement and the Deed of Easement, and to incur and perform the obligations provided for
18 herein and therein. No consent or approval of any person or public authority or regulatory body
19 is required as a condition to the validity or enforceability of this Agreement or the Deed of
20 Easement, or, if required, the same has been duly obtained.

21
22 (b) This Agreement and the Deed of Easement have been duly and properly
23 executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully
24 enforceable against the Seller in accordance with their respective terms.

25
26 (c) There is no litigation or proceeding pending or, so far as the Seller knows,
27 threatened before any court or administrative agency which, in the opinion of the Seller, will
28 materially adversely affect the authority of the Seller to enter into, or the validity or enforceability
29 of, this Agreement or the Deed of Easement.

30
31 (d) There is (i) no provision of any existing mortgage, indenture, contract or
32 agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no
33 provision of law or order of court binding upon the Seller or affecting the Land, which would
34 conflict with or in any way prevent the execution, delivery, or performance of the terms of this
35 Agreement or the Deed of Easement, or which would be in default or violated as a result of such
36 execution, delivery or performance, or for which adequate consents, waivers or, if necessary,
37 subordinations, have not been obtained.

38
39 (e) There exist no liens or security interests on or with respect to the Land
40 (other than Permitted Encumbrances), or such liens or security interests will be released or
41 subordinated to the Development Rights.

42
43 (f) The Seller is not a nonresident alien of the United States of America for
44 purposes of federal income taxation.
45

(g) The Social Security Number of the Sellers are _____,
 _____ and _____. The Tax ID number of the Seller is
 _____. The Seller shall, upon request of the County, execute Treasurer Form W-9
 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury
 and the information contained therein may be disclosed by the County to the Internal Revenue
 Service. The Seller acknowledges that any false statement in such subsections could be punished
 by fine, imprisonment or both.

ARTICLE V

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that
 the interest payable under this Agreement shall not be includible in the gross income of the
 Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.
 Accordingly, the County shall not knowingly take or permit to be taken any other action or
 actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage
 bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest
 payable under this Agreement to become includible in the gross income of any Registered Owner
 for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of
 Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel,
 dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions,
 interest payable under this Agreement is not includible in the gross income of the Seller for
 federal income tax purposes, which opinion assumes continuous compliance with certain
 covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the
 County on the date of delivery of this Agreement and is otherwise limited in accordance with its
 terms. The Seller acknowledges that they have made their own independent investigation and
 have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole
 discretion with respect to all other tax considerations related to the transaction contemplated
 hereby (including, but not limited to, installment sales treatment under Section 453 of the Code,
 charitable contribution deductions under Section 170 of the Code, and federal estate tax
 implications); and the Seller certifies that the Seller has not looked to or relied upon the County
 or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such
 matters.

ARTICLE VI

THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

1 ATTEST:
2
3
4

5 Lorraine Costello
6 Director of Administration
7

8 WITNESS:
9

10 _____ (SEAL)
11 PHILLIP H. KLEIN
12

13 _____ (SEAL)
14 BARBARA LYNN KLEIN
15

16
17 SELLER
18

BILL NO. 08-05

SCHEDULE I

INSTALLMENTS OF
DEFERRED PORTION OF PURCHASE PRICE
(PHILLIP H. KLEIN AND BARBARA LYNN KLEIN)

Date of Payment

Amount Payable

Plus initial payment of purchase
price on _____

\$ _____

TOTAL

\$ _____

BILL NO. 08-05

**EXHIBIT A
TO INSTALLMENT
PURCHASE AGREEMENT**

**HARFORD COUNTY AGRICULTURAL LAND PRESERVATION
AND PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**

DEED OF EASEMENT

THIS DEED OF EASEMENT made this _____ day of _____, 200____,
by and between _____, parties of the first part,
Grantor, and HARFORD COUNTY, MARYLAND, party of the second part, Grantee.

Explanatory Statement

A. The County Council of Harford County, Maryland enacted Bill No. 07-05, as amended, which created a new Article II, Agricultural Land Preservation Program, to Chapter 60, Agriculture, of the Harford County Code, as amended, for the purpose of establishing the Harford County Agricultural Land Preservation Act (the "Act") to preserve productive agricultural land and woodland which provides for the continued production of food and fiber for the citizens of the County; and

B. By authority of the Act, the Grantee may purchase development rights and family conveyances from agricultural landowners by subjecting the property to be purchased to an agricultural preservation easement restricting these rights and conveyances in perpetuity in the manner more specifically provided in the Act; and

C. The Grantor is the fee simple owner of the hereafter described parcel(s) of land located in Harford County, Maryland and desires to sell and convey to the Grantee an agricultural preservation easement to restrict such land to agricultural use in accordance with the Act and as hereinafter set forth; and

D. Bill No. _____, passed by the County Council of Harford County, Maryland on _____, approved by the County Executive on _____ and effective _____, authorizes Harford County, Maryland to purchase development rights and family conveyance in up to _____ acres of agricultural land from _____.

E. The Grantor is a "Landowner" as defined in Section 60-10 of the Act.

NOW, THEREFORE, in consideration of the sum of _____ Dollars (\$ _____) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Harford County, Maryland, as Grantee, its successors and assigns, an agricultural preservation easement, together with and subject to the covenants, conditions, limitations and

restrictions hereafter set forth so as to constitute and equitable servitude thereon, in, under and over the parcel(s) of land situate in _____ Harford County, Maryland and being more particularly described in Exhibit A attached hereto.

AND, FURTHER, together with all transferable development rights in accordance with the provisions of Section 267-34(D)(4) of the Code of Harford County, Maryland, and all family conveyances in accordance with the provisions of Section 267-34(D)(3)(d) of the Code of Harford County, Maryland.

AND the Grantor covenants for themselves, and for their respective heirs, personal representatives and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above-described land all and any of the various acts hereafter set forth, it being the intention of the parties that said land shall be preserved solely for the agricultural use as defined in and in accordance with the provision of the Act, and hereafter set forth are intended to limit the use of the above-described land and are deemed to be and shall be construed as covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the reservations hereinafter contained and except as otherwise provided herein, the Grantor, for themselves and their respective heirs, personal representatives and assigns, covenants and agrees with Grantee as follows:

A. The above-described land may not be developed or otherwise used for other than agricultural use (as defined in the Act).

B. The above-described land shall be maintained in agricultural use or properly managed so that it is available for continued agricultural use from the date of the recording of this instrument among the Land Records of Harford County.

C. At the time of establishment of the easement hereby granted, a soil and water conservation plan as prepared by the Soil Conservation District shall be implemented and maintained with respect to the above-described land.

D. To not allow any type of residential subdivision, other than that outlined in the easement as owner/child lots and to limit the utilization of the above-described land to Agricultural Uses as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended.

E. The construction of new buildings or structures on the above-described land, other than farm buildings that did not exist at the time of the establishment of the within easement, is contingent upon the written application to and approval by the Department of Planning and Zoning, subject to review by and recommendation of the Agricultural Land Preservation Advisory Board.

F. Subject to the provisions of paragraphs G and H hereof:

1. The Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of the Grantor. Such request (a) must be made by letter provided to the Department of Planning and Zoning verifying the Grantor's intention to live in a dwelling situate within any lot so excluded; (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board; (c) the use and occupancy permit must be in the name of the owner/grantor; and (d) the owner's lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or legal incompetence of the owner or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to Grantor, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

2. The Grantor may at any time hereafter request the right to construct, use and occupy a tenant home on the above-described land in accordance with the conditions established within Section 267-26(D) of the Harford County Zoning Code, as amended. Such request (a) must be made by letter provided to the Department of Planning and Zoning and (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board. The tenant house shall not be subdivided off of the easement property.

3. The Grantor may at any time hereafter request in writing to the Department of Planning and Zoning a two (2) acre or less lot exclusion for the exclusive residential use of a child. Such request (a) must be from both Grantor and the child verifying the intention of the child to live in a dwelling situate within the lot so excluded; (b) shall be subject to the review and recommendation of the Agricultural Land Preservation Advisory Board; and (c) the building permit and the owner occupancy permit must be in the child's name. The child lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or the legal incompetence of the child or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to the child, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

G. The exclusion of lots pursuant to the provisions of paragraph F above from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth shall be subject to the following conditions:

1. The total number of such lot exclusions may not exceed one (1) lot for each twenty-five (25) acres contained within the above-described land or four (4) lots per easement property, whichever is less; and

2. The maximum size of any lot so excluded may not exceed a maximum lot area of two (2) acres, including within such area all Harford County right-of-way requirements unless waived by the Director of Planning, with the review and recommendation of the Agricultural Land Preservation Advisory Board; and

3. The Grantor requesting lot exclusion shall be required to repay the County for each lot so excluded in an amount equal to the amount paid per acre by Harford County to the Grantor to acquire the above-described land plus all costs associated with the establishment of such lot.

H. The rights reserved to the Grantor under paragraph F to request a lot exclusion shall be deemed a personal covenant only, and one that is not intended to run with the land and shall belong only to, and may be exercised only, by the Grantor named in this instrument.

I. The Grantor and all future landowners of the said property reserves the right to use the above-described land for any agricultural use as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended, and further reserves all other rights, privileged and incidents to the ownership of the fee simple estate in the above-described land not hereby conveyed or otherwise limited by the covenants, conditions, limitations and restrictions herein set forth.

J. This instrument shall not be deemed to provide for or permit public access to any privately owned land except for periodic inspections by the Grantee.

K. The easement conveyed to the Grantee for the parcels of land described in Exhibit A is based upon _____ acres.

The Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that Grantor will warrant specially the property interest hereby conveyed; and the Grantor will execute such further assurances of the same as may be required.

As used herein, the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference the words of certain gender includes reference to all genders.

No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the

fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

WITNESS THE HAND AND SEAL of the undersigned.

WITNESS:

_____(SEAL)

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 200__, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and they acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing Deed of Easement was prepared on behalf of Harford County, Maryland by or under the supervision of a member of the Bar of the Court of Appeals of Maryland.

**EXHIBIT A
TO DEED OF EASEMENT**

Description of Land

**EXHIBIT B
TO INSTALLMENT
PURCHASE AGREEMENT**

PERMITTED ENCUMBRANCES

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties other than the insured in actual possession of any or all of the property.
3. Special assessments against the property which are not shown as existing liens by the public records.
4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

**EXHIBIT C
TO INSTALLMENT
PURCHASE AGREEMENT**

ASSIGNMENT

FOR VALUE RECEIVED, _____ (the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto _____, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except _____].

Date: _____

WITNESS OR ATTEST: _____

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.

ADD NOTARY ACKNOWLEDGMENT

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved this ____ day of _____, 20__.

Harford County, Maryland

By: _____
David R. Craig
County Executive

